

Festool's Oktoberfest Competition

TERMS & CONDITIONS

1. Competition Promotional Period:

Opens 1st of October 2018 at 9:00am AEST and Closes 31st October 2018 at 5:00pm AEDT.

2. Entry Restrictions

To be eligible to participate, you must be an Australian resident at the time of entry.

Employees of Festool Australia as well as their dependents are not allowed to participate.

Employees of Festool Australia Dealers are also excluded. All information provided must be correct in order to participate.

3. Relevant State(s) and/or Territory(ies)

Entries are welcome from all Australian States and Territories.

4. Maximum Entries per person

Unlimited entries allowed however end users can only win once.

5. Entry Procedure

To enter, entrants must, during the Competition Period:

1. Enter the competition online by visiting www.festool.com.au, following the prompts and filling out all required fields and upload a photo.
2. Or Enter by posting on Instagram using the #Oktoberfestool and uploading a photo or video.

When you enter you need to tell us in 75 words or less what your favourite Festool product is and WHY and upload a photo or video of some work you did with that product.

(Please note that if you enter via our website you cannot upload a video)

6. Judging Details

Judging will take place on the following dates:

- Week 1 – Monday the 8th of October
- Week 2 – Monday the 15th of October
- Week 3 – Monday the 22nd of October
- Week 4 – Thursday the 1st of November

To determine winners of the 3 main prizes from all entries in October: Thursday the 1st of November.

7. Judging Criteria

Entries will be judged on how creative, suitable and informative the entries are. Throughout the Promotional Period, the Promoter may at their absolute discretion contact some Entrants either via phone call and/or in writing, to further discuss the details of that person's entry.

Any contact is not indicative of an Entrant's standing in the competition, and does no way indicate whether or not that Entrant has been selected as a Contestant/Finalist/Winner.

Prior to announcing a winner, Festool Australia will contact the winning entry holder.

Festool Australia reserves the right to dismiss and to exclude from all future competitions, any participant who: makes false, incorrect or incomplete declarations, manipulates the participation process in any way, violates the competition rules, or attempts to influence the competition in an unfair and/or dishonest way.

All decisions of Judging are at the discretion of the Promoter and no correspondence will be entered into in this regard. No substitute prizes will be offered, nor will Cash payment be offered in lieu of any prize.

In such cases Festool Australia reserves the right to allocate the prize to another participant.

8. Prizes Details

There will be 3 main prizes awarded to the winners of the Oktoberfest Competition.

1st Prize – A \$5,000 Festool Voucher

2nd Prize – A \$2,500 Festool Voucher

3rd Prize – A \$800 Festool Voucher

There will also be a Limited Edition Festool Beer Stein and Festool T-Shirt given away to the winners every day for the Month of October.

9. Prize Restrictions

The fulfilment of the prize is yet to be determined by Festool Australia.

If possible, the vouchers will be awarded to the person within 30 days of the winner being notified. If this is not possible, arrangements will be made to email the vouchers to the prize winners.

The Festool Vouchers can be redeemed at the customer's preferred store (which will be determined upon announcement of the winner). The voucher must be used in

one transaction by the person nominated on the voucher. Proof of ID will be required when redeeming the voucher.

Winners of the Limited Edition Beer Steins and T-Shirts will have their prizes posted to them by mail 30 days after their entries are received. Arrangements will be made with the winners for this.

10. Notifications of Winners

The winner will be contacted via email, phone, direct message (if entered via Instagram) or at the discretion of Festool Australia within 1 week of winning. Where possible, a local Festool Technical Sales Consultant will deliver the prize to the winning recipient within 30 days of notification.

11. Publication Details

The Winner will be published on the website www.festool.com.au and the Festool Australia social media platforms after the competition period.

12. Marketing and Publicity

By entering the competition, the winner acknowledges and consents that the name and details will be published on www.festool.com.au and Festool Australia social media platforms and in Festool Australia email newsletters.

By entering, the winner acknowledges and consents to having a photo taken with the prize and the Festool Technical Sales Consultant if they win and have their prize delivered in person. These photos will also be published on the website and in email newsletters and social media platforms by Festool Australia.

The entrant agrees that Festool Australia may use, edit and reproduce the competition entries provided by the entrant and any materials related to the competition. The Promoter has the right to publish and communicate to the public the materials in any media including but not limited to, online, printed materials, email communications, at all times without restriction or limitation throughout the world (including all promotional purposes).

The entrant agrees that the Promoter has the right to use the entrant's name, trade, likeness, biography or other information concerning the entrant in the exploitation of the Materials, that the Promoter owns all rights, title and interest (including copyright) and they expressly assign any rights that they may have in the Materials to the Promoter.

The entrant agrees to fully release now and forever the Promoter from and against all actions, suits, claims and demands which the entrant may have against the Promoter arising directly or indirectly in respect of any infringement or violation of any personal and/or property rights of any sort (including without limitation defamation) from the use of the Materials, the entrant unconditionally waives all rights at any time to seek or obtain injunctive relief to prevent or restrict the Promoters use of the Recordings.

13. Competition Cancellation

Festool Australia reserves the right to cancel the competition in parts or in its entirety, particularly if the competition is unable to function properly due to like viruses, errors in software or hardware or any other technical or legal reason which influences the administration, security, integrity and/or ordinary processes of the competition.

14. Conditions of Entry

The participant guarantees that texts submitted during participation in this competition comply with all relevant legislation and do not infringe on the rights of third parties (i.e. naming rights, personal rights, copyright, data privacy laws, etc.). The participant asserts that he owns the rights to the photos and texts submitted and hereby transfers all rights to Festool Australia.

The participant agrees not to send, upload or save any data on Festool website (www.festool.com.au) / data upload facility that may endanger the operation or existence of the service and data networks of Festool Australia.

Festool Australia is authorized to prevent the upload of or effect the deletion of any content which potentially violates this restriction. The participant exempts Festool Australia of all claims arising from such action.

Festool Australia is under no duty of care to check to data before such action. The participant is liable for all direct and indirect damages of Festool Australia in case of infringements against this rule.

15. Privacy Statements

The personal information collected on this form/website will be used for the stated purpose. This may require its disclosure to third party individuals and/or organizations in Australia and overseas. The personal information collected may also be used for market research/direct marketing activities conducted by Festool Australia. However, Festool Australia treats your information confidentially and will prohibit third parties from contacting you for marketing purposes.

For more information about Festool Australia's Privacy and Security Policy please visit: www.festool.com.au/where-to-buy/shopping-with-us/privacy-security-policy

If you do not wish for the personal information collected to be used for market research/direct marketing activities would you please contact Festool Australia on 1300 063 900 as soon as possible.